

1 Everett Holum  
633 N. Mildred St., Suite #G  
2 Tacoma, WA 98406  
(253) 471-2141

FILED  
The Honorable: Philip H. Brandt  
Hearing Date: June 6, 2006  
Time: 9:30 a.m. 2006 MAY 22 PM 1:28  
Chapter #7 / Tacoma  
Response date: May 31, 2006

WATCHER, CLK.  
U.S. BANKRUPTCY COURT  
W.D. OF WA AT TACOMA  
BY \_\_\_\_\_ DEPLER

PAID

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7 IN THE UNITED STATES BANKRUPTCY COURT  
8 FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA

9 In re:

10 MARK SKATTUM,

11 Debtor.  
12

NO. ~~06~~-40914-PHB

MOTION FOR RELIEF FROM STAY

13 COMES NOW the creditor Paul Post, by and through his attorney EVERETT HOLUM,  
14 of the law firm of EVERETT HOLUM. P.S., and moves this court pursuant to 11 USC §362 for  
15 an order providing relief from stay to allow the above name creditor to proceed with a unlawful  
16 detainer proceeding against the above name debtor. Creditor alleges and this motion is based  
17 upon the following facts;

- 18 1. Debtor filed a petition for relief under Chapter 7 of Title 11, United States Code  
19 on May 2, 2006.
- 20 2. On the date the debtor filed his petition for relief, debtor had a contract agreement  
21 with creditors for month to month residential rental agreement for property located at 924 N "I"  
22 St., Tacoma, Washington 98403, wherein the debtor was leasing said property. A copy of that  
23 contract is attached and marked as Exhibit "A". Creditor served the debtor on April 17, 2006, a  
24  
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MOTION FOR RELIEF FROM STAY - 1

**EVERETT HOLUM, P.S.**

Attorney at Law  
633 N. Mildred Street, Suite #G  
Tacoma, WA 98406

Office: (253) 471-2141 Fax: (253) 471-1646  
E-Mail: INFO@holumlaw.com

1 three day notice to pay or vacate, a copy of which incorporated by reference as Exhibit "B". Said  
2 notice required the debtor to pay the delinquent rent within three days of service of said notice or  
3 in the alternative to vacate and surrender possession of the premises. The debtor has failed to  
4 comply with said notice and is now in unlawful possession of the premises.

5 3. Creditor Paul Post should be granted relief from stay for "cause" as defined by  
6 §362 based on equitable and legal principals as debtor has failed to pay delinquent amounts.

7 4. The debtor has no equity in property owned by the creditor.


8 5. Granting creditor Paul Post, relief from stay would not impair any of the  
9 exemptions claimed by the debtor on Schedule C.  
10

11 WHEREFORE, creditor Paul Post prays for entry of an order granting relief from stay to  
12 allow him to proceed with an unlawful detainer proceeding in Pierce County Superior Court  
13 against debtor herein.

14 DATED June 6, 2006

15 EVERETT HOLUM, P.S.

16  
17 By

  
18 EVERETT HOLUM, WSBA #700  
19 Attorney for Creditor  
20  
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MOTION FOR RELIEF FROM STAY - 2

**EVERETT HOLUM, P.S.**  
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RESIDENTIAL RENTAL AGREEMENT  
AND SECURITY DEPOSIT RECEIPT

THIS INDENTURE, made this 11th day of November, 2005, between  
Paul W. Post, hereinafter designated the Landlord,  
and Mark R. Skattem, hereinafter designated the Tenant(s),

WITNESSETH: That the said Landlord does by these presents rent the residence situated at  
924 No. I Street in Tacoma City  
Pierce County, Washington State, of  
which the real estate is described as follows:

Lot 1, Block 3918, New Tacoma Addition

upon the following terms and conditions:

1. **Term:** The premises are rented for a term of 12 month(s), commencing the 15th day of May, 2005 and terminating ☐ the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, ☒ indefinitely thereafter.
2. **Rent:** The Tenant shall pay rent in the amount of \$ 1250.00 per month for the above premises on the 15th day of each month in advance to Landlord.
3. **Utilities:** Tenant shall pay for service and utilities supplied to the premises, except None which will be furnished by Landlord.
4. **Sublet:** The Tenant agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord.
5. **Tenant's Obligations:**
  - (1) To keep said premises in a clean and sanitary condition;
  - (2) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
  - (3) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
  - (4) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, inviter, licensee or other person acting under his control to do so;
  - (5) Not to permit a nuisance or common waste.
6. **Maintenance of Premises:** Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.
7. **Alterations:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.
8. **Use of Premises:** Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.
9. **Landlord's Obligations:** Landlord shall:
  - (1) Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord;
  - (2) Maintain all structural components in good repair;
  - (3) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
  - (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that landlord shall not be held responsible where infestation is caused by the tenant;
  - (5) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonably good working order.
10. **Access:** Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of:
  - (1) Inspection;
  - (2) Repairs, alterations or improvements;
  - (3) To supply services; or
  - (4) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.Access shall be at reasonable times except in case of emergency or abandonment.
11. **Surrender of Premises:** In the event of default in payment of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said premises to Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty days, preceding the end of any such monthly rental period, given by either party to the other.
12. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which the premises are situated.
13. **Security and Damage Deposit:** The Tenant has deposited the sum of \$ 1250.00, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with Evergreen Bank bank, savings and loan association or licensed escrow, \_\_\_\_\_ branch, whose address is 301 Eastlake Ave. E., Seattle, WA 98109. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:
  - (1) Tenant shall fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended;
  - (2) Tenant shall occupy said premises for term agreed to above;
  - (3) Tenant shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence;
  - (4) Tenant shall surrender to Landlord the keys to premises;
  - (5) A portion of the aforementioned deposit ☐ is ☐ is not to be retained by the landlord as a non-returnable cleaning fee in the amount of \$ \_\_\_\_\_ Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy and vacation of the premises.
14. **Additional Terms:** If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows.

(If this agreement is for over one (1) year, an acknowledgement by the Landlord/Lessor must be attached.)

IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand.

Paul W. Post  
LANDLORD  
(BY) Paul W. Post  
1203 6th Ave  
ADDRESS Tacoma WA 98105  
253 383-2177

Mark R. Skattem  
TENANT(S)

EXHIBIT A

**THREE DAY NOTICE TO PAY RENT OR VACATE**

This Notice Is Being Served Pursuant To The Washington State Landlord Tenant Act RCW 59.12.030(3)

TO: Mark Skatun COUNTY: Pierce  
924 No. I St.  
Tacoma, WA 98403

YOU AND EACH OF YOU are hereby notified and informed that the rent, plus charges as outlined below for the period ending May 15 '06 for premises situated at the above address and in the above stated county, is now DUE AND PAYABLE:

Rent for month of: <u>Apr. 15 '06 - May 15 '06</u>	\$ <u>1250.00</u>
Balance from prior month(s): _____	\$ <u>1250.00</u>
Late charges: _____	\$ _____
Notice charge: _____	\$ _____
Miscellaneous charges: _____	\$ _____
<b>TOTAL DUE AND PAYABLE:</b>	<b>\$ <u>2500.00</u></b>

AND YOU ARE HEREBY NOTIFIED and required to pay the above total in full to the undersigned landlord or his agent within three (3) days from the date of service of this notice upon you, or in the alternative, to vacate and surrender the premises.

**IN THE EVENT OF YOUR FAILURE TO PAY RENT OR VACATE WITHIN THE ABOVE STATED TIME PERIOD, YOU WILL BE GUILTY OF UNLAWFUL DETAINER AND SUBJECT TO EVICTION AS PROVIDED BY LAW.**

This Notice issued and dated at Tacoma, Washington.

On the 17<sup>th</sup> day of April, 19 2006.

LANDLORD: Paul W. Post  
 BY AGENT: Paul W. Post  
 Address: 1203 6th Ave  
Tacoma, WA 98405  
253-383-2177

EXHIBIT B

*Handwritten notes:*  
 Paul W. Post  
 MET  
 4/20/06  
 10:07 AM  
 07 PM

